

RECORD
TR.

03-25-2003

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

3-303



To the Honorable Commissioner of Patents and

102399492

al documents or copy thereof.

1. Name of conveying party(ies):

ABLECO FINANCE LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation
☒ Other - Delaware limited liability joint stock company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other - Termination and Release of Assignment for
Security (Trademarks)

Execution Date: February 21, 2003

2. Name and address of receiving party(ies):

NORCO, INC.
139 Ethan Allen Highway
Ridgefield, Connecticut 06877-6207

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation - Connecticut
☐ Other _____

If assignee is not domiciled in the United States, a domestic
representative designator is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,144,720 2,004,333 1,358,860 1,153,612

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: GLENN A. GUNDERSEN

DECHERT LLP

4000 BELL ATLANTIC TOWER

1717 ARCH STREET

PHILADELPHIA, PA. 19103-2793

TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)\$115.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account
(Including any underpayment)

8. Deposit account number: 04-0475

(Attach duplicate copy of this page if paying by deposit account)

03/24/2003 T01R21 00000036 040475 1144720

01 FC:0521 40.00 CH
02 FC:0522 75.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the
original document.

Matthew T. Smith

Name of Person Signing

Matthew T. Smith
Signature

February 28, 2003

Date

Total number of pages including cover sheet, attachments, and document: [5]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002698 FRAME: 0257

**TERMINATION AND RELEASE
OF ASSIGNMENT FOR SECURITY (TRADEMARKS)**

TERMINATION AND RELEASE OF ASSIGNMENT FOR SECURITY (TRADEMARKS) ("Release"), dated as of February 21, 2003, by ABLECO FINANCE LLC, as Agent (the "Agent").

WHEREAS, pursuant to the terms of that certain Assignment for Security (Trademarks) dated as of August 7, 2002 (the "Assignment for Security") between NORCO, INC., a Connecticut corporation ("NORCO"), and the Agent and in furtherance of the terms of that certain Financing Agreement dated as of August 7, 2002 (the "Financing Agreement") among TransTechnology Corporation, a Delaware corporation ("TransTechnology"), NORCO, TCR Corporation, a Minnesota corporation (now known as TT Minnesota Corporation, and collectively with TransTechnology and NORCO, the "Borrowers"), the certain lenders from time to time a party thereto and the Agent, NORCO pledged, conveyed, sold, assigned, transferred and set over to the Agent, and granted to the Agent for the benefit of such lenders, a continuing security interest in all right, title and interest of NORCO in, to and under all trademarks, trademark registrations and applications with United States Patent and Trademark Office listed on Schedule 1A attached hereto, and all good-will of the business symbolized by such trademarks, trademark registrations and applications, and all proceeds therefrom (such trademarks, trade name registrations and applications, and associated good-will and proceeds being referred to herein as the "Named Trademarks");

WHEREAS, as of the date hereof, NORCO has sold its business and substantially all of its assets, including the Named Trademarks (the "NORCO Disposition"), to Marathon Power Technologies Company, a Delaware corporation ("Purchaser");

WHEREAS, in connection with the NORCO Disposition, the Borrowers have agreed to repay and satisfy in cash in full all of the Obligations, as defined under the Financing Agreement (the "Satisfaction"); and

WHEREAS, in connection with the NORCO Disposition, and as a result of the Satisfaction, the Agent has agreed to terminate and release its security interest and all of the right, title and interest granted to it pursuant to Assignment for Security (if any) in each of the Named Trademarks, and to terminate the Assignment for Security;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

1. Release and Conveyance. The Agent hereby terminates and releases its security interest in, and conveys, sells, assigns, transfers and sets over to NORCO all of its right, title and interest (if any) in and to each of the Named Trademarks.

2. Release of NORCO. NORCO is hereby released from its obligations under the Assignment for Security, and the Assignment for Security is hereby terminated.

3. No Other Terms or Conditions of Assignment for Security. All terms and conditions of the Assignment for Security and all terms and conditions of the Financing Agreement that specifically relate to the Assignment for Security are hereby deemed satisfied and shall have no further force or effect.

4. Further Assurances. The Agent agrees to authenticate and deliver to each of the TransTechnology, NORCO and Purchaser or their respective counsel such other writings or records and make and do all such other and further acts or things as TransTechnology, NORCO and Purchaser or their respective counsel shall reasonably deem necessary or advisable to effectuate or better evidence the agreements, termination and release contained in this Release, in each case at the sole cost and expense of TransTechnology.

5. Effectiveness of Release. This Release shall become effective only upon the occurrence of the Payoff Date, as defined in that certain Termination and Release Agreement dated as of February 21, 2003 among the Borrowers, certain other subsidiaries of TransTechnology and the undersigned.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.

ABLECO FINANCE LLC, as Agent

By: _____

Name:

KEVIN GENDA

Title:

SR. VICE PRESIDENT

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARK REGISTRATIONS)

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
BALL REVERSER	1,144,720
FLENNUT	2,004,333
FN and Design	1,358,860
NORCO INC and Design	1,153,612